

How to use this example contract:

1. The most important item is that the local authority reviews the entire contract to be sure it fits the needs of the debris removal.
2. All items in red should be modified for the specific local entity.
3. All items in blue are attachments or sections that should be added by the local authority.
4. All items highlighted in yellow contain comments.
5. The local entity's lawyer should review the example contract to be sure it does not contradict any local laws, regulations or local contracting standards.
6. Some attachments need to be supplied by the local community.

DISASTER DEBRIS MONITORING SCOPE OF SERVICES

SCOPE OF SERVICES

Provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City of (Name) with (Type of Disaster) debris removal services. The services to be provided are contract compliance supervision and inspection not professional engineering services. The consultant will provide:

Fixed Site Debris Monitors:

Consultant will provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites. Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel.
- Accurately measure load-hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

Field Debris Monitors

Consultants will perform roving on-site, street-level work area inspections of debris cleanup and collection. Consultant will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. Services include:

- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.

- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor.

Field Debris Monitors (continued)

- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- Accurately measure load-hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

Senior Technician/Field Supervisor/Emergency Operations Manager:

Consultant will provide project management to oversee debris monitoring activities in the field. Services will include:

- Oversight and Supervision of Monitor field activity
- Scheduling of Monitoring resources and deployment timing
- Communication and coordination with City personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load-hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City's debris removal contractor.
- Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City of Atmore's debris removal contractor.

Terms

The work shall begin on notice to proceed and go for no longer than sixty (60) days, unless extended by the City with ten (10) days written notice.

Deployment

Consultant must be prepared to effect placement of field monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet FEMA monitoring requirements, consultant shall be prepared to increase the number of monitors for the City to use as needed.

Communication:

Project communication and payment invoice to Contractor should be addressed to:

Proposals should present the hourly rate of pay per person for the three positions identified in the original Request for Proposals. Payment under this contract will be based on the hourly rate per person dedicated and working on the City job. The hourly rate should include all overhead, administrative costs, per diem costs, transportation costs, and other direct or indirect charges. It is anticipated the number of Senior Technician / Field Supervisor/ Emergency Operations Manager Positions required will be based on the requirement to adequately plan, supervise and direct the work or the other monitors.

TERMINATION OF CONTRACT

This contract may be terminated at any time for the convenience of the [County] [City] [State]. The [County] [City] [State] agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the [County's] [City's] [State's] authorized agent within 24 hours of delivery of notice of said deficiency. The [County] [City] [State] retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

BONDING AND INSURANCE

Prior to signing of contract, contractor agrees to furnish the [COR] [City] [County] [State] with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the bid or \$1,000,000.00, whichever is higher, is required within 24 hours of award of the contract. The contractor shall be able to cover expenses associated with a

major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

The Contractor shall save and hold the [County] [City] [State] harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

	Estimated Requirements*	Per Hour Rate
Fixed Site Debris Monitors	2	
Field Debris Monitors	6	
Senior Technician/ Field Supervisor/Emergency Operation Manager	1	

*** These are estimated requirements. Actual requirements may be more or less than listed.**

Name _____

Company _____

Telephone Number _____

Signature _____ Date _____